



REQUEST FOR QUOTATION

RFQ HD654206

Quotations will be received until June 13, 2006
at 3:00 P.M., M.S.T. / Local time

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
Phone (602) 542-1040
Fax (602) 542-1741

Date May 26, 2006

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

The terms and conditions attached to this form should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and the RFQ number on the outside of the return envelope.

Office of Nutrition Services, Warehouse
DELIVERY LOCATION: 4309 West Van Buren; Phoenix, AZ 85017

BUYER: **Philip G. Imatong**

VENDOR QUOTATION

Item	Description of Material or Service	Quantity	Unit	Unit Price	Extended Price
1.	Portable Butane Single Burner: Iwatami Model # Feu ZA-3, or equivalent, 10,000 BTU/h Gas. Consumption: 207 G/hr (approx. 1 hr 20 min/canister) new weight 3.64 lbs.	48	Each	\$	
2.	Translucent Food Storage Pans, 10 7/16" x 12 3/4" x 4 inches, 6.3 quart capacity, heavy plastic. Cambro or equivalent	48	Each	\$	
3.	Translucent Food Storage Lids; 10 7/16" x 12 3/4" cover with handles, heavy plastic, flat. Cambro or equivalent	48	Each	\$	
4.	Pre-chill container with freezable gel filled walls: Cold Fest, Chill Zane, or equivalent, 1/3" size of gastro form standard for steam table display, 6 11/16" x 12 3/4" x 6". 3.7-quart capacity.	48	Each	\$	
5.	Flat Cover for Cold Fest, or equivalent, container 1/3 size to fit above container	48	Each	\$	
6.	Cutting Board, color-coded; Chefmate Brand, or equivalent, should be NSF (National Safety Foundation) approved, hard plastic, 8 1/2" x 11". Green or Red	48	Each	\$	
7.	Paring Knife; Forschner paring knife, 3 1/4" blade Model #40508 or equivalent	48	Each	\$	
8.	Chef's Knife; Forschner Chef's Knife, 8" blade, Model #40520 or equivalent	48	Each	\$	
9.	Vegetable Peeler; Kitchen Aid, high carbon stainless steel blade, dishwasher safe, with large handle, or equivalent	48	Each	\$	
10.	Vegetable scrub brush	48	Each	\$	
11.	Manual Can Opener with rubber handles, dishwasher safe	48	Each	\$	
12.	Pizza cutter, dishwasher safe	48	Each	\$	
13.	Tongs; 12", stainless steel or plastic, dishwasher safe	48	Each	\$	
14.	Rubber Scraper; extra strong handle, dishwasher safe; Rubbermaid or equivalent	48	Each	\$	
15.	Fry pan, 12 inch, Teflon or non-stick coated	48	Each	\$	
16.	Measuring cups for dry ingredients; Good Cook, Bradshaw International, 4 piece set, lightweight, plastic, large print size markings, or equivalent	48	Each	\$	
17.	Measuring Cup for fluids; 2 cup size, clear plastic, 2 cup capacity;	48	Each	\$	



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2 Date May 26, 2006

CONTINUATION SHEET

18.	Measuring Spoons; Good Cook Brand, or equivalent, plastic, clear markings;	48	Each	\$	
19.	Strainer; Good Cook Brand, or equivalent, 8 inch stainless steel screen, 3 cup capacity	48	Each	\$	
20.	Strainer; Good Cook Brand, or equivalent, 4 inch stainless steel screen, 1.5 cup capacity	48	Each	\$	
21.	Cooking Pan with lid; Stainless steel, 2 quart capacity; Farberware Classic, or equivalent	48	Each	\$	
22.	Refrigerator Thermometer; NSF approved, at least 4 inches x 1 inch, easy to read	48	Each	\$	
23.	Serving Platter; lightweight, non breakable, dishwasher safe; 10"to 14", square shaped white, black or solid color	48	Each	\$	
24.	Serving Platter; lightweight, non breakable, dishwasher safe; 10"to 14", oval shaped white, black or solid color	48	Each	\$	
25.	Serving Bowl; lightweight, non breakable, dishwasher safe 6" to 10", 2 to 4 cup capacity, white, clear or solid color	48	Each	\$	
26.	Scoop; 1 ounce; stainless steel, # 30	48	Each	\$	
Sub-Total					\$
Tax (Rate)					\$
Total					\$

THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery shall be made _____ calendar days after receipt of order. Payment Terms: _____

Company Name	Address	City	State	Zip Code	Phone No.	Fa No.
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Signature

Date

Typed Name and Title

Please check as many as applicable:

____ I certify that my company is a Woman-Owned Business Enterprise (WBE).

A WBE is defined as an enterprise where a woman owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Minority-Owned Business Enterprise (MBE).

An MBE is defined as an enterprise where an ethnic minority owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Small Business. A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars in gross receipts.

INSTRUCTIONS AND TERMS & CONDITIONS

Request for Quotation No. HD654206

1. **SUBMISSION:** Quotations shall be signed by the offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.
2. **OPENING:** This is an informal quotation, which will not be read at a public opening; however, the information may be publicly reviewed after an award.
3. **STANDARD PROVISIONS:** The State of Arizona's Uniform Instructions and Uniform Terms and Conditions, where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the D.H.S. Procurement Office.
4. **TAXES:** The State of Arizona is exempt from Federal excise Tax, including the Federal Transportation Tax. Sales Tax, if any, shall be indicated as a separate item.
5. **BID REJECTION:** The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.
6. **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance, which is desired. Any bid that proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request of Quotation.
7. **ERASURE;** Erasures, interlineations or other modifications must be initialed by the individual signing the Request for Quotation.
8. **UNIT PRICE:** In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the vendor in preparing the Quotation confers no right for the withdrawal of the quotation after it has been opened.
9. **PAYMENT:** The state will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.
10. **PAYMENT DISCOUNT:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
11. **ARIZONA PROCUREMENT CODE:** The Arizona Procurement Code (A.R.S. Title 41), Chapter 23 is available at most public libraries; A.C.C.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the D.H.S. Procurement Office.
12. **REASONS FOR CANCELLATION:** Failure to provide materials, supplies or instruments in accordance with specifications or failure to meet the stated delivery commitment, shall be cause for IMMEDIATE cancellation of the contract.

INSTRUCTIONS AND TERMS & CONDITIONS

Request for Quotation No. [RFQ NO.]

SPECIAL TERMS & CONDITIONS

Request for Quotation No. HD654206

1. PURPOSE:

Pursuant to provisions of the Arizona Procurement Code, A.R.S. ' 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a contract for the materials or services as listed herein.

2. TERM OF CONTRACT (1 YEAR):

The term of the resultant contract shall commence upon award and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.

3. TERM OF CONTRACT (1 YEAR WITH FOUR (1) YEAR RENEWAL OPTION):

The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein. The contractor agrees that the State of Arizona shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods. In the event that the State exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price. The contractor shall agree that price stated in the original contract shall apply unless a percent of increase or decrease is quoted.

4. CONTRACT TYPE:

☒ Fixed Price

5. ELIGIBLE AGENCIES (LISTED):

Any contract resulting from this solicitation shall be for the exclusive use of the state of Arizona agency designated on the cover sheet of this document.

6. TERMS AND CONDITIONS (ADDITIONAL):

Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.

7. REGULATIONS:

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

8. BILLING NOTICES:

All billing notices to customer agency shall identify the specific item(s) being billed. Items are to be identified by the name, model number, and/or serial number most applicable. Any contract release order issued by the requesting agency shall refer to the contract number.

9. DELIVERY (BIDDER RESPONSE):

Delivery is an important consideration and will be a factor in the determination of an award. Therefore, delivery time after receipt of an order must be stated in definite terms. Should there be any variations in delivery time by item, offers must be clear in regard to those variations.

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10. **DELIVERY AND PAYMENT DISCOUNTS:**

Vendor must indicate promised delivery schedule, prompt payment terms and applicable local sales tax percentage in the areas provided on the "Price Sheet" page.

11. **BID OPENING:**

Bids shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the state agency issuing the invitation for bid. The name of each bidder and the prices of the individual line items for each respondent shall be read at this time. Bids, modifications and all other information received in response to the invitation for bid shall be shown only to authorized state personnel having a legitimate interest in the evaluation. After contract award, the invitations and evaluation documentation shall be open for public inspection.

12. **NON EXCLUSIVE CONTRACT:**

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the state of Arizona. The state reserves the rights to obtain like goods or services from another source when necessary. Off-contract purchase authorization (SPO form 150) may only be approved by the state procurement administrator. Approval shall be at the exclusive discretion of the state procurement administrator and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona procurement code.

13. **SINGLE AWARD CONTRACT:**

This is an all or nothing bid. All items within this solicitation have been grouped together for purposes of obtaining these items collectively from a single source due to such factors as delivery location, pricing advantage, compatibility, etc. To be considered for award of this solicitation, the bidder is required to provide prices on all items within this solicitation. Failure to provide pricing for any item within the solicitation shall result in the bidder being declared non-responsive and ineligible to receive an award.

14. **FIRM QUANTITIES:**

This solicitation references quantities as a specific indication of the needs of the state. While the quantities shown are firm requirements, the state reserves the right to increase or decrease any quantities actually acquired and that fact should be taken into consideration by each potential contractor.

15. **WARRANTY (MANUFACTURERS STANDARD):**

All items bid shall be covered by the manufacturer's standard warranty.

16. **SUSPENSION OR DEBARMENT CERTIFICATION:**

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By signing the offer section of the offer and acceptance Page 7 of 10, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The state also may exercise any other remedy available by law.

17. INDEMNIFICATION:

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible

property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) are an agency, board, commission or university of the State of Arizona.

19. SHIPPING-FOB DESTINATION

Prices shall be F.O.B. destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The Department will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

20. DISPUTES/ARBITRATION:

- a. In the event of a dispute requiring arbitration under this contract, the parties agree to make good faith attempts to resolve the dispute prior to taking a formal action.
- b. Disputes under this contract must be resolved pursuant to arbitration only to the extent that the provisions of A.R.S. '12-1518 apply.
- c. This contract shall be construed in accordance with Arizona Law.

21. HIPAA COMPLIANCE:

Contractor warrants to the State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to business associate agreements.

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22. OFFSHORE PERFORMANCE OF WORK PROHIBITED:

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

23. FEDERAL IMMIGRATION AND NATIONALITY ACT

The contractor(s) shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor(s) shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor(s) and/or any subcontractor(s) be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspensions of work, cancellation of the contract and suspension and/or debarment of the contractor.

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SCOPE OF WORK

Request for Quotation No. HD461449

1. Objective:

To provide equipment for health educators to demonstrate the selection, storage, preparation, and presentation of nutritious foods, including the equipment for safely transporting food to sites where the targeted, low-income population is available.

2. Specifications:

The selected vendor shall provide a set of equipment needed for food demonstrations. The equipment that will be required are as follows: small appliances, transport tools, small kitchen tools, serving tools, cleaning equipment and miscellaneous equipment as listed below. The list is considered the complete kit.

a. The equipment provided shall be made into a kit, with a list of the individual items, labeled on the outside of the shipping carton. All shipping cartons shall be sturdy enough to be transported to their final destination.

b. All kits will be shipped to the following address

Office of Nutrition Services Warehouse
4309 West Van Buren
Phoenix, AZ 85017

Vendor Must Call Before Delivery
PHONE: 602-568-2353
FAX : 602-442-6867

3. Delivery Schedule:

Vendor must state their best delivery time.

4. Notices, Reports and Invoices:

The following address shall be used from the contractor to the Arizona Department of Health Services:

Attn: Marie Tymrak, RD, MPH
150 No. 18th Ave., Suite 310
Phoenix, AZ 85007
tymrakm@azdhs.gov
602-542-2827
FAX 602 542-7520, attn: M. Tymrak